

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN

B. Upgrades (Cont'd)

3. Upgrades in Service[1]

(C)

Customers that subscribe to Fixed Period Service may upgrade either a portion of or the entire service to an equivalent or greater capacity Self Healing Network Service (SHNS), as set forth in Section 15, following. Discontinuance charges will not apply provided all of the following conditions are met:

- The SHNS is provided by the Company, (T)
- The order for the disconnect of the existing Fixed Period Service and the order for the new connect of the SHNS are received by the Company at the same time, (T)
- The new SHNS is provided between the same customer locations as the discontinued service,
- The new SHNS has a total voice equivalent capacity equal to or greater than the total voice equivalent capacity of the service being discontinued, and
- The new SHNS Fixed Period Rate Plan meets or exceeds the SST Fixed Period Rate Plan being disconnected.

For service upgrades, the nonrecurring charges set forth in Section 15, following, will apply to the portion of the service being upgraded. No charges will apply to the remaining portion of the service. New minimum service periods apply to all upgrades.

- [1] Customers with the SST Pricing Plan in service prior to the effective date of this Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Upgrades in Service. This offer is valid until either the expiration date of their existing term or until May 29, 1996 for a 12 month term, May 29, 1997 for a 24 month term, May 29, 1998 for a 36 month term and May 29, 2000 for a 60 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the SST Pricing Plan.

(N)

(N)

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Issued: April 14, 1995

Effective: May 29, 1995

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN (Cont'd)

C. Discontinuance of Service[1]

(C)

1. If the customer chooses to discontinue all or a portion of the service before the expiration of the fixed period service, discontinuance charges will apply.

Should the customer choose to discontinue fixed period service prior to completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total monthly charges for the remaining months of the minimum service period, plus fifty percent of the total monthly charges for the remaining portion of the fixed period service will apply.

Should the customer choose to discontinue fixed period service after the minimum service period but before the completion of the fixed period service, discontinuance charges equal to fifty percent of the total monthly charges for the remaining portion of the fixed period service will apply.

Should the customer choose to discontinue a portion of fixed period service without an upgrade in capacity, discontinuance charges will apply only to the portion of the service being discontinued. (For example, a customer has service composed of a CO Node and ten miles of transport channels. The customer disconnects the CO Node termination and connects a new CO Node at a different serving wire center via a central office connecting channel. The transport channel is decreased to five miles. Discontinuance charges apply to the CO Node.) Discontinuance charges will also apply to the proportional reduction in mileage times the discontinuance charge for the transport channel rate element. All associated nonrecurring charges will apply for the new service.

- [1] Customers with the SST Pricing Plan in service prior to the effective date of this Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Discontinuance of Service in C.1. This offer is valid until either the expiration date of their existing term or until May 29, 1996 for a 12 month term, May 29, 1997 for a 24 month term, May 29, 1998 for a 36 month term and May 29, 2000 for a 60 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the SST Pricing Plan.

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(N)

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN

C. Discontinuance of Service (Cont'd)

2. Discontinuance charges do not apply to fixed period services purchased by local, State or Federal government entities (or to customers who have purchased services solely for resale to local, State or Federal government entities) when they are discontinued prior to the completion of the fixed period service only when all of the following conditions are met:
 - The service(s) purchased by the local, State or Federal government entity or by customers that have purchased services for resale to local, State or Federal government entities are utilized solely for provision of services for that local, State or Federal government entity,
 - Funding for the fixed period service ordered by the authorized local, State or Federal government entity is included in the budget request for each fiscal period appropriation sufficient to cover the authorized local, State or Federal government entity's obligations under the fixed period service for that fiscal period,
 - Nonappropriation may not be used as a means of terminating the service to acquire a functionally similar product or service,
 - The local, State or Federal government entity ordered the fixed period service under the good faith belief that moneys in amounts sufficient to discharge its obligations could and would lawfully be appropriated and be made available for this purpose, and

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN (Cont'd)

D. Nonrecurring Charge Application Due to Early Discontinuance of a Pricing Plan Fixed Period

(N)

When a customer has an SST Pricing Plan (i.e., fixed period of 12, 24, 36 or 60 months) and the customer discontinues the pricing plan prior to the end of the fixed period, the Company may assess a nonrecurring charge application in addition to Termination Liability charges as set forth in 7.4.17, following. When Termination Liability is waived, the Company will also waive any applicable nonrecurring charges.

When a nonrecurring charge application due to early discontinuance of the fixed period is determined, The Company will calculate the nonrecurring charge application based upon the fixed period used at the time the rate element was discontinued. The nonrecurring charge is determined as set forth following:

1. Twelve Month Fixed Period

Customers discontinuing between month one (1) through month eleven (11) of the fixed period will be assessed by rate element the difference between Monthly nonrecurring charges and the nonrecurring charges the customer paid under the 12 Month Pricing Plan. If the customer discontinues the service in the twelfth (12th) month, no additional nonrecurring charges will be assessed.

2. Twenty-Four Month Fixed Period

Customers discontinuing between month one (1) through month eleven (11) of the fixed period will be assessed by rate element the difference between Monthly nonrecurring charges and the nonrecurring charges the customer paid under the 24 Month Pricing Plan. Customers discontinuing between month twelve (12) through month twenty-three (23) of the fixed period will be assessed by rate element the difference between the 12 Month Pricing Plan nonrecurring charges and the nonrecurring charges the customer paid under the 24 Month Pricing Plan. If the customer discontinues the service in the twenty-fourth (24th) month, no additional nonrecurring charges will be assessed.

(N)

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN

**D. Nonrecurring Charge Application Due to Early Discontinuance of a Pricing Plan
Fixed Period (Cont'd)**

3. Thirty-Six or Sixty Month Fixed Periods

Customers discontinuing between month one (1) through month eleven (11) of the fixed period will be assessed Monthly nonrecurring charges for each rate element. Customers discontinuing between month twelve (12) through month twenty-three (23) of the fixed period will be assessed 12 Month Pricing Plan nonrecurring charges for each rate element. Customers discontinuing between month twenty-four (24) through month thirty-five (35) of the fixed period will be assessed 24 Month Pricing Plan nonrecurring charges for each rate element. If the customer discontinues the service in the thirty-sixth (36th) month or later, no additional nonrecurring charge will be assessed.

(T)

(N)

(N)

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN

C.2. (Cont'd)

- The local, State or Federal government entity or the customer who ordered the service on their behalf, must provide the Telephone Company notarized documents agreed upon by both the Telephone Company and the customer, showing that the entity is allotted insufficient funds for the remainder of the then current fiscal period (or for a succeeding fiscal period) by appropriation, appropriation limitation or grant to continue payments under the fixed period service and has no other funding source lawfully available to it for such purpose. The fixed period service may be terminated by giving the Telephone Company not less than thirty (30) days' written notice. (Should the customer receive funding for the canceled service prior to physical disconnect of service, the customer may cancel the disconnect order per Section 5.) Upon termination, the local, State or Federal government entity or the customer who ordered the service on their behalf, shall pay all applicable rates and nonrecurring charges of the fixed period service incurred through the date of termination and through the end of the then current fiscal period to the extent of lawfully available funds.

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS (Cont'd)

7.4.17 TERMINATION LIABILITY AND WAIVER POLICY

A. General

Termination Liability and Waiver Policy provides the terms and conditions for customers subscribing to Pricing Plans (e.g. VTPP, DS3 Pricing Plan, Voice Grade Rate Stability, or any other fixed term plan as set forth in this Section), as well as Portability in 7.4.5, preceding. As of the effective date of this Tariff, new customers subscribing to PLTS Pricing Plans are subject to the Termination Liability and Waiver Policy terms and conditions in lieu of the Discontinuance Charges, Upgrades in Capacity, Upgrades in Transmission Speed and Upgrades in Service as set forth in the Pricing Plans. Customers with Pricing Plans in service prior to the effective date of this Tariff, May 29, 1995, may utilize the terms and conditions of the existing pricing plans or the Termination Liability and Waiver Policy. This offer is valid until either the expiration date or the termination of the existing term.

B. Termination Liability[1]

If a customer chooses to discontinue the entire service or a portion of the service prior to the expiration of the pricing plan, termination charges apply (unless the customer satisfies the conditions specified in the Waiver Policy as set forth in C., following). The Termination charge is either forty percent (40%) (applicable for VG, Video, DDS, SVDS and DS1 Services) or seventy percent (70%) (applicable for, DS3 and SST) of the total current monthly charges for the remaining portion of the term. For example, if a DS1 customer discontinues service after completing 17 months of a 36 month term, the termination charge will be the current monthly charges for the service multiplied by 40%, multiplied by 19 months. If a DS3 customer discontinues service after completing 17 months of a 36 month term, the termination charge will be the current monthly charges for the service multiplied by 70%, multiplied by 19 months. In addition, should the customer choose to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to one-hundred percent (100%) of the total monthly charges for the remaining months of the minimum service period, plus either 40% or 70% of the total monthly charges for the remaining months of the term, will apply.

- [1] Customers with Pricing Plans in service prior to August 12, 1997, will retain a Termination Liability of 15% until the expiration of their existing fixed period.

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.17 TERMINATION LIABILITY AND WAIVER POLICY (Cont'd)

C. Waiver Policy

A waiver of the termination charge as set forth in B., preceding, may occur if the customer moves to a different location within the Company territory or migrates to another Company service (e.g., DS1 to DS3 Service, or DS1 Service to FRS, or 2.4 kbps DDS to 56 kbps, or an upgrade in DS3 capacity, or DS3 Service to a greater capacity SST, or DS3 Service to SHNS) provided all of the following conditions are met:

- the customer must agree to a new pricing plan for the new service;
- the customer must satisfy the minimum service period requirement--should the customer choose to discontinue fixed period service prior to completion of the minimum service period, termination charges equal to one-hundred percent (100%) of the total monthly charges for the remaining months of the minimum service period, will apply;
- the total value of the new service must be equal to or greater than 115% of the remaining value of the existing pricing plan service (nonrecurring charges and Special Construction charges will not be used for the Waiver calculation);
- the order to disconnect the existing service and the order for the new service are received by the Company at the same time and both orders must reference the application of the Waiver Policy;
- the new service due date must be on or before the due date of the disconnection of the old service, unless the installation is delayed due to Company reasons;
- a new minimum service period applies to the new service; and
- the customer agrees to pay all outstanding recurring and nonrecurring charges (these charges will not be included in the new service pricing plan).

7. PRIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.17 TERMINATION LIABILITY AND WAIVER POLICY (Cont'd)

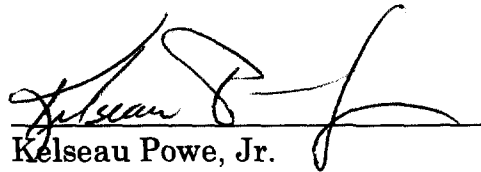
D. Nonappropriations Clause

Termination charges do not apply to fixed period services purchased by local, State or Federal government entities (or to customers who have purchased services solely for resale to local, State or Federal government entities) when they are discontinued prior to the completion of the fixed period service only when all of the following conditions are met:

- The service(s) purchased by the local, State or Federal government entity or by customers that have purchased services for resale to local, State or Federal government entities are utilized solely for provision of services for that local, State or Federal government entity,
- Funding for the fixed period service ordered by the authorized local, State or Federal government entity is included in the budget request for each fiscal period appropriation sufficient to cover the authorized local, State or Federal government entity's obligations under the fixed period service for that fiscal period,
- Nonappropriation may not be used as a means of terminating the service to acquire a functionally similar product or service,
- The local, State or Federal government entity ordered the fixed period service under the good faith belief that moneys in amounts sufficient to discharge its obligations could and would lawfully be appropriated and be made available for this purpose, and

CERTIFICATE OF SERVICE

I, Kelseau Powe, Jr., do hereby certify that on this 12th day of February, 1998, I have caused a copy of the foregoing **PETITION FOR RECONSIDERATION OR CLARIFICATION OF FOURTH ORDER ON RECONSIDERATION OF U S WEST, INC.** to be served, via first class United States Mail, postage pre-paid, upon the persons listed on the attached service list.


Kelseau Powe, Jr.

*Served via hand delivery

(CC9645u-COS/JT/ss)

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